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breach of the contract. *British Aluminum Co. v. Trefts* (N. Y.), 148 N. Y. Supp. 144.

The weight of authority would seem to be the other way. It is generally held that where the duty rests on the vendee to designate the time of delivery no tender by the vendor is necessary. The vendor performs his duty by holding himself in readiness to deliver the goods when requested. *Posey v. Scales*, 55 Ind. 282; *Bell v. Hatfield*, 121 Ky. 560, 89 S. W. 544, 2 L. R. A. (N. S.) 529; *Weymouth v. Goodwin*, 105 Me. 510, 75 Atl. 61. But there is authority to the contrary. *Blish Milling Co. v. Detharage*, 155 Ky. 319, 159 S. W. 816. Where the place of delivery is to be designated by the vendee no tender is necessary by the vendor until such designation is made. *Hunter v. Wetsell*, 84 N. Y. 549. Where the vendee is required to designate a time or place of delivery his failure to do so is a waiver of the tender by the vendor. See note, 2 L. R. A. (N. S.) 529.

TELEGRAPH AND TELEPHONES—DAMAGES FOR MENTAL ANGUISH.—A telegram sent to apprise a husband of the death of his wife was so delayed by the negligence of the defendant company as to prevent his arrival in time to attend the funeral. *Held*, the defendant is liable for damages for the mental anguish of the husband due to his inability to attend the funeral. *Johnston v. Western Union Telegraph Co.* (Tex.), 167 S. W. 272. See 1 VA. L. REV. 88.

WILLS—LEGACY TO CREDITOR AS ADEMPMENT OF DEBT.—A testatrix died leaving unpaid an absolute, unliquidated indebtedness as their guardian to two of her children, which was a preferred debt against her estate by local statute. She left a legacy to them much larger in amount than the legacies to her other children but the legacy invested them with a defeasible fee only. *Held*, the legacy is not an ademption of the debt. *Buckner v. Martin* (Ky.), 165 S. W. 665. See NOTES, p. 63.